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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

SCOUT MEDIA, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No: 16-13369-MEW

(Jointly Administered)

Related Doc. No.: 20

**OBJECTION TO DEBTORS' PROPOSED ASSUMPTION AND ASSIGNMENT OF  
FULLTIME FANTASY SPORTS, LLC'S PUBLISHER CONTRACT IN CONNECTION  
WITH DEBTORS' MOTION FOR ENTRY OF AN ORDER (A) APPROVING THE  
SALE OF SUBSTANTIALLY ALL OF SCOUT MEDIA, INC. AND SCOUT.COM,  
LLC'S ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND  
ENCUMBRANCES, (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (C) GRANTING  
RELATED RELIEF**

Fulltime Fantasy Sports, LLC ("***Fulltime***"), by and through its undersigned counsel, hereby submits this objection to the above-captioned Debtors' proposed assumption and assignment of that certain "Publisher Contract" by and between Fulltime and one of the above-captioned Debtors (as amended and supplemented from time to time, the "***Publisher Contract***"), as identified in the *Notice of Filing of Unredacted Version of Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* filed

<sup>1</sup> The Debtors in these cases are: Scout Media Holdings, Inc.; Scout Media, Inc.; FTFS Acquisition, LLC; and Scout.com, LLC.

in the above-captioned Debtors' Chapter 11 case [Doc. 97]. In support of this objection, Fulltime respectfully states as follows.

1. In the month of February 2017, approximately \$36,000 will become due and owing to Fulltime under the terms of the Publisher Contract for post-petition services rendered during the month of January 2017. In the month of March 2017, another approximately \$36,000 will become due and owing to Fulltime under the terms of the Publisher Contract to the extent of any post-petition services rendered during the month of February 2017.

2. Subject to consummation of the auction and sale contemplated in Debtors' Chapter 11 case, pursuant to [Doc. 20, 186, 190], Fulltime objects to assumption and assignment of its Publisher Contract in connection with the sale unless any and all amounts due and owing to Fulltime under its Publisher Contract are paid in full and all defaults cured. Fulltime further objects to assumption and assignment of its Publisher Contract in connection with the sale on the grounds that Fulltime has not been provided with adequate assurance that any and all such defaults will be cured and has not been provided with adequate assurance of future performance under the Publisher Contract pursuant to Bankruptcy Code section 365(b) and (f).

3. Fulltime reserves the right to amend and/or supplement this objection and to make such other and further objections as may be necessary or appropriate concerning any matter in this bankruptcy.

**WHEREFORE**, Fulltime respectfully requests that the Court deny any approval of the assumption and assignment of Fulltime's Publisher Contract and that, to the extent any order is entered in connection with Fulltime's Publisher Contract, such order be consistent with this objection and grant such other and further relief as the Court deems just and proper.

Dated: New York, New York  
January 31, 2017

WOLLMUTH MAHER & DEUTSCH LLP

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